

**IT IS THE VENDOR'S RESPONSIBILITY TO
CHECK FOR ADDENDA PRIOR TO SUBMITTING PROPOSALS**

NOTICE TO BIDDERS SPECIFICATION NO.04-235

The Joint Antelope Valley Authority (JAVA) intends to enter into a contract and invites you to submit a sealed bid for:

Demolition of Ten (10) Joint Antelope Valley Authority Properties

Sealed bids will be received by the City of Lincoln, Nebraska on behalf of JAVA on or before 12:00 noon Wednesday, September 15, 2004 in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Bids will be publicly opened and read at the K Street Complex.

A pre-bid conference will be held on Tuesday, September 7, 2004 at 9:00 AM at 220 N. 21st, Lincoln, NE. All bidders are encouraged to attend.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above. Bids may be downloaded from the City's website at www.lincoln.ne.gov Keyword: Bid. Prospective bidders must monitor the bid listing for any addendums.

**SPECIAL PROVISIONS
FOR
DEMOLITION PROJECTS**

Purchasing Division
City of Lincoln, Nebraska

1. **SCOPE OF WORK**

1.1. Demolish ten (10) joint Antelope Valley Authority properties in Lincoln, Nebraska.

1.2. Legal description of property:

1.2.1. **2135 “Q” Street** - Kinney’s “O” Street Addition, Block 15, Lot 2

1.2.2. **220 N. 21st Street (Hillhouse)** -Weinberger’s Subdivision, Lot A.

1.2.3. **201 N 22nd Street (Hillhouse)** Kinney’s “O” Street Addition, Block 15, South 47 1/3 feet of Lot 2.

1.2.4. **209 N. 22nd Street (Hillhouse)** - Kinney’s “O” Street Addition, Block 15, North 47 1/3 feet of South 94 2/3 of Lot 2

1.2.5. **235 N. 22nd Street (Hillhouse)** - Kinney’s “O” Street Addition, Block 15, North 47 1/3 of Lot 2.

1.2.6. **2130 “P” Street (Hillhouse)**- Kinney’s “O” Street Addition, Block 15, East 10 feet of Lot 10 and West 20 feet of Lot 11.

1.2.7. **2136 “P” Street (Hillhouse)** - Kinney’s “O” Street Addition, Block 15, East 30 feet of Lot 11

1.2.8. **2137 “P” Street (Hillhouse)** - Kinney’s “O” Street Addition, Block 26, East 27 feet of Lot 2

1.2.9 **2133 “P” Street (Hillhouse)** - Kinney’s “O” Street Addition, Block 26, West 23 feet of Lot 2

1.2.10 **2124 “P” Street (Hillhouse)** - Kinney’s “O” Street Addition, Block 15, West 40 feet of Lot 10.

1.3. Work Requirements

- 1.3.1. Total clearing of the properties, including abandonment of all utilities, gas, water, electric, telephone and Cablevision.
- 1.3.2. All buildings within the property boundaries will be demolished, foundations and footings will be removed including any pavers, stepping stones, sidewalks, and concrete steps..
- 1.3.3. Debris will be kept in a wet condition to prevent visible emissions to the air.
- 1.3.4. Remove and dispose of debris at an appropriate landfill or disposal site; fences and posts, concrete/brick/crushed rock driveways, parking surfaces, slabs and trees/brush within the confines of the property.
- 1.3.5. Trees within the City right-of-way will remain.
- 1.3.6. Driveway aprons from street to sidewalk, and city sidewalks, will remain.
- 1.3.7. Contractor will be responsible for protecting existing sidewalks and curbs from damage. Damage that occurs to sidewalks or curbs will be repaired or replaced at the Contractors expense.
- 1.3.8. Site shall be backfilled and compacted in accordance with LMC Chapter 20.10, Lincoln Building Code.
- 1.3.9. Final grading will be done to provide natural water runoff and will prepare a smooth surface for seeding by others.
- 1.3.10 Contractor is responsible for the removal of all wires running to and on said property(s), cap or plug all sewer, water and gas lines, etc. serving the property(s) to the satisfaction of the agency involved and as directed by the Project Manager.

2. PROJECT MANAGER

- 2.1. The Project Manager shall be Fred Little, County/City Property Management or by or through that person's duly authorized assistants.

3. SITE VISITATION AND PRE-BID CONFERENCE

- 3.1. Bidders shall inform themselves of the conditions under which the work is to be performed, concerning the site of work, the structures, obstacles which may be encountered and all other relevant matters concerning the work to be performed.

- 3.2. The Contractor will not be allowed any extra compensation by reason of any matter or thing concerning which he might fully have informed himself prior to bidding.
- 3.3. A pre-bid conference will be held at the demolition site on **Tuesday, September 7, 2004 at 9:00 AM at 220 N. 21st Street, Lincoln, NE.** All interested bidders are urged to attend.

4. **ESCALATOR CLAUSE**

- 4.1. An escalator clause or any qualification of price conditions which makes it possible to bill at a price higher than price quoted will disqualify the bid, unless such maximum billing price or percentage of increase is definitely shown on the Proposal, in which case such higher price will be used for comparison of bids.

5. **CONTRACT, BONDS, AND INSURANCE**

- 5.1. Within fourteen (14) calendar days after the award of bid, the successful bidder must execute a written contract between the bidder and the City, which contract will incorporate the City's specification documents, and be on contract forms provided by the City.
- 5.2. Also within such period, the successful bidder must furnish construction bonds in a sum not less than the contract price, executed by the bidder and by a corporate surety company authorized to transact business in the State of Nebraska. See sample bond and commentary, attached.
- 5.3. Also within such period the successful bidder must furnish evidence of insurance in accordance with the attached "Insurance Clause to be Used for All City Contracts".

6. **PAYMENT TO UNEMPLOYMENT COMPENSATION FUND**

- 6.1. The Contractor and his subcontractors must pay the Unemployment Compensation Fund of the State of Nebraska, unemployment contributions and interest due under the provisions of Section 48-601 through 48-669, Nebraska Reissue revised Statutes for 1943, on wages paid to individuals employed in the performance of the contract.

7. **HEALTH AND SAFETY REGULATIONS**

- 7.1. The Contractor and his subcontractors shall in all respects comply with the terms and provisions of Sections 48-425 through 48-435, Nebraska Reissue Revised statutes of 1943, generally pertaining but not limited to scaffolding and flooring, and shall perform fully on behalf of the City such requirements as said sections may impose upon the City. The Contractor and his subcontractors shall likewise comply and perform with respect to any and all other applicable health and safety regulations.

8. LINCOLN MUNICIPAL CODE AND RELATED REGULATIONS, FEES, AND PERMITS

8.1. Demolition shall be performed in accordance with the following provisions of the Lincoln Municipal Code (LMC) and related regulations.

8.1.1 LMC Chapter 20.10, Lincoln Building Code, pertaining to excavations and fills, protection of pedestrians during demolition, and demolition of buildings.

8.1.2. LMC Chapter 14.29, pertaining to use of public streets for construction purposes.

8.1.3. LMC Section 17.10.120, pertaining to abandonment of utilities.

8.1.4. LMC Chapter 8.02, pertaining to public health and safety.

8.1.5. LMC Chapter 8.32, pertaining to disposal of demolition debris.

8.2. Contractors shall secure and pay for all permits, licenses and certificates of inspections that may be required by the City of Lincoln.

9. NOTICE TO PROCEED AND COMPLETION DATE

9.1. The Contractor shall not begin demolition until receiving written "Notice to Proceed" from the Project Manager.

9.2. Work shall begin within fifteen (15) calendar days of receipt of written notice to proceed, and shall be completed within forty-five (45) days of commencement of work, but not later than date set in contract.

10. PRE-DEMOLITION CONFERENCES

10.1. Prior to starting any work, the Contractor shall meet with the Project Manager for clarification of procedures and work to be accomplished.

10.2. At this time the Contractor shall present his planned work schedule together with estimated completion date.

11. PROGRESS SCHEDULE

11.1. The Contractor, immediately after being awarded the contract, shall prepare and submit for the Project Manager's approval an estimated progress schedule for the work.

11.2. The progress schedule shall be related to the entire project to the extent required by the Contract Documents.

11.3. This schedule shall indicate the dates for the starting and completion of the various states of demolition and shall be revised as required by the conditions of the work, subject to the Project Manager's approval.

12. INSPECTIONS

12.1. Inspections in general will be conducted by Project Manager.

12.2. The Contractor shall be responsible for contacting City Building and Safety Department for inspections required by City Codes for this type of public improvement.

13. ACCESS AND PARKING

13.1. The Contractor shall park all equipment on the demolition site during demolition, not on City right-of-way or City streets.

14. TEMPORARY UTILITIES

14.1. The Contractor shall be responsible for securing and setting up all needed temporary utilities.

15. CLEAN UP/RECYCLE

15.1. The Contractor shall be responsible for keeping the premises free of waste materials or rubbish resulting from his operations or the operations of his subcontractors.

15.2. The Contractor shall remove equipment, scaffolding and surplus materials from the premises when the need for keeping them on the job no longer exists.

15.3. The Contractor shall make every effort to recycle any and all material being demolished where it is economical to do so.

15.4. All salvageable materials shall become the property of the Contractor upon completion of the project.

16. DELAYS

16.1. With written permission of the Project Manager, the completion date may be extended if unsuitable weather or any force majeure should halt progress during the demolition period.

17. LIQUIDATED DAMAGES

- 17.1. If the Contractor fails to complete the Contract prior to the completion date, considering approved extension of time, liquidated damages will be charged for each calendar day that the work remains incomplete.
- 17.2. The amount of liquidated damages will be deducted from the money due the Contractor prior to final payment or in the case where the remaining amount due the Contractor is less than the total amount of liquidated damages, the City shall have the right to recover the difference from the Contractor or his Surety.
- 17.3. Unless specifically amended or modified by the special provisions, the schedule below shall establish the daily amount of the liquidated damages:

<u>BID AMT:</u> <u>MORE THAN</u>	<u>UP TO AND</u> <u>INCLUDING</u>	<u>LIQUIDATED DAMAGES</u> <u>PER CALENDAR DAY</u>
0	\$ 100,000	\$ 100
100,000	500,000	200
500,000	1,000,000	300
1,000,000	AND UP	400

- 17.4. The amounts set forth in the above schedule are not to be considered punitive, but rather predetermined and reasonable amounts to compensate for the detriment to the public and to defray expenses incurred by the City due to the delay in the completion of the project.

18. ASBESTOS

- 18.1. In the event the City of Lincoln determines that there is asbestos within the buildings, it will be removed and disposed by others prior to demolition. Asbestos removal and disposal is not a part of the scope of this project.

19. GUARANTEE

- 19.1. As a minimum requirement of the City, the Contractor shall guarantee all materials and workmanship for a period of one (1) year following completion of the project.

20. ERRORS AND OMISSIONS

- 20.1. If any errors or omissions are found in the drawings or specifications or other documents during demolition, the Contractor shall notify the Project Manager of such error or omission, and request clarification before proceeding with the work.

INSTRUCTIONS TO BIDDERS

CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

1. BIDDING PROCEDURE

- 1.1 Bidder shall submit two (2) complete sets of the bid documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or by typewriter, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name and address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

2. BIDDER'S SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated on the Proposal Form.
- 2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
 - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.

- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:

- 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
- 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. EQUAL OPPORTUNITY

- 3.1 Each bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Bidder shall fully comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code.
- 3.2 Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16).
- 3.3 The Equal Opportunity Officer will determine compliance or non-compliance with the City's Affirmative Action Policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

4. DATA PRIVACY

- 4.1 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 4.2 The bidder agrees to hold the City harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.

5. BIDDER'S REPRESENTATION

- 5.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 5.2 Each bidder for services further represents that the bidder is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

6. INDEPENDENT PRICE DETERMINATION

- 6.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

7. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 7.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 7.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to the date and time for receipt of bids.
- 7.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 7.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

8. ADDENDA

- 8.1 Addenda are written instruments issued by the City prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 8.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 8.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 8.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 8.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

9. ANTI-LOBBYING PROVISION

- 9.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

10. BRAND NAMES

- 10.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 10.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 10.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number

from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.

- 10.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

11. DEMONSTRATIONS/SAMPLES

- 11.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 11.2 Such demonstration can be at the City delivery location or a surrounding community.
- 11.3 If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate City personnel to the nearest location to view and inspect proposed item(s).
- 11.4 If items are small and malleable, and the bidder is proposing an alternate product, the bidder MUST supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

12. DELIVERY

- 12.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 12.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 12.3 All bids shall be based upon **inside** delivery of the equipment or merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

13. WARRANTIES, GUARANTEES AND MAINTENANCE

- 13.1 Copies of the following documents must accompany the bid proposal for all items being bid:
 - 13.1.1 Manufacturer's warranties and/or guarantees.
 - 13.1.2 Bidder's maintenance policies and associated costs.
- 13.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.
- 13.3 Bidder Warrants and represents to the City that all software/firmware/hardware/equipment /systems developed, distributed, installed or programmed by Bidder pursuant to this Specification and Agreement.
 - 13.3.1 That all date recognition and processing by the software/firmware/hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and
 - 13.3.2 That all date sorting by the software /firmware/hardware/ equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the City of the failure of any software/ firmware/

hardware /equipment /systems to comply with this Specification and Agreement, Contractor will, within 60 days and at no cost to the City, replace or correct the non-complying software/ firmware/ hardware/ equipment/ systems with software/firmware/ hardware/equipment/ systems that does comply with this Specification and Agreement.

- 13.3.3 No Disclaimers: The warranties and representations set forth in this section 13.3 shall not be subject to any disclaimer or exclusion of warranties or to any limitations of Licensor's liability under this Specification and Agreement.

14. ACCEPTANCE OF MATERIAL

- 14.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 14.2 Material delivered under this proposal shall remain the property of the bidder until:
- 14.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
- 14.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 14.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 14.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 14.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

15. BID EVALUATION AND AWARD

- 15.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 15.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 15.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 15.4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the City, and as the City deems will best serve their requirements.
- 15.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the City.

16. INDEMNIFICATION

- 16.1 The bidder shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss or use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 16.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 16.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

17. TERMS OF PAYMENT

- 17.1 Unless other specification provisions state otherwise, payment in full will be made by the City within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

18. LAWS

- 18.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

19. AFFIRMATIVE ACTION

- 19.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

20. LIVING WAGE

- 20.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81.010 of the Lincoln Municipal Code. This wage is subject to change up or down every July.